



NAUSCH, HOGAN & MURRAY, INC.

135 PINELAWN ROAD, SUITE 202N

MELVILLE, N.Y. 11747

(212) 480-4200 • Fax: (212) 480-2920

May 29, 2024

Yonkers Public Schools
One Larkin Center
Yonkers, New York 10701
Attn: Mr. Michael Pelliccio

Re: Yonkers Public Schools
Automobile Insurance Renewal
Policy Period: July 1, 2024 – July 1, 2025

Dear Mr. Pelliccio,

In response to your request for proposals of insurance with respect to Yonkers Public Schools' automobile insurance, we have received the most competitive renewal offer from the incumbent carrier, Philadelphia Indemnity Insurance Company (A++, XV by A.M. Best). They are offering the renewal of the primary \$1,000,000 limit of liability for an annual premium, inclusive of fees, of \$217,831 based upon the schedule of vehicles provided containing sixty-five units. This renewal coverage and premium includes Supplemental Spousal Liability insurance which is an additional premium of \$7,714. This represents roughly a 12.82% increase over the expiring inception premium, which was \$193,085. Please note that at inception last year there were only sixty-two units which is a contributing factor to the difference in premium. Further last year's coverage did not include the Supplemental Spousal Liability insurance. If this is removed from the coverage, there is effectively an 8.82% increase of the expiring inception premium. This increase also continues to be affected by a frequency in claims (as of May 20, 2024, 28 reported in the last seven years) and loss ratio. The automobile loss ratio for the last seven years is approximately 44.21%. When taking into consideration the vehicle changes made this year, the total annualized premium for the expiring year is \$199,738, therefore the rate increase is roughly 5.20% without the Supplemental Spousal Liability coverage and 9.06% for including this enhanced coverage.

We have also obtained Philadelphia Indemnity Insurance Company's (A++, XV AM Best) agreement to offer excess liability insurance, on an admitted basis, in the amount of \$4,000,000 excess of the \$1,000,000 primary insurance at \$49,955 (including TRIA) roughly a 10.19% decrease below the expiring annual premium of \$55,623 (including TRIA).

Accordingly, the total cost for the \$5,000,000 limit of insurance, 100% with Philadelphia Indemnity Insurance Company on an admitted basis, is \$267,786 (\$217,831 for the primary \$1,000,000 plus \$49,955 for the \$4,000,000 excess of the \$1,000,000 primary). There is an option to reduce this premium by excluding the Supplemental Spousal Liability premium. The premium for this option is \$260,072 (\$210,117 for the primary \$1,000,000 plus \$49,955 for the \$4,000,000 excess of \$1,000,000 primary). Philadelphia Indemnity Insurance Company has again presented the most competitive offer, affording Yonkers Public Schools' seamless automobile liability coverage for the same limit of \$5,000,000 that has been carried by the district for the past several years.

INSURANCE BROKERS
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Mr. Michael Pelliccio
May 29, 2024

Zurich initially declined to quote. However, they reconsidered in support of the Property insurance quote. Their Automobile quote is subject to binding coverage with Zurich on the Property insurance as they are typically not a market for monoline automobile insurance. They are unable to include coverage for physical damage to the mobile equipment; 2013 Case backhoe, 1992 John Deere backhoe and the 2014 Jacob Tractor on their automobile policy. Further their deductibles are higher for Comprehensive and Collision Coverage; the majority being \$2,500 deductibles for each physical damage cause of loss. Three of the currently schedule higher valued vehicles would be subject to \$5,000/\$5,000 deductibles. This compares to the Philadelphia deductibles of \$500 Comprehensive and \$1,000 Collision. The Zurich premium is indicated to be \$266,333. This is based on sixty-five vehicles for liability but only sixty-two vehicles for physical damage. As the Property policy has a \$100,000 deductible, coverage as mobile equipment under the Property policy does not seem plausible. This structure would leave part of the risk uninsured.

Travelers advised that, unfortunately their appetite has not changed, so they are taking a pass on quoting this as it is outside of their appetite. CNA Insurance has advised that this is not a preferred class of business and declined to quote. SOMPO International declined as they do not offer automobile insurance for this class of business.

In conclusion, in order to allow all vehicles the same coverage at the best terms and conditions, the offer presented by Philadelphia Indemnity Insurance Company on a primary and excess basis will afford Yonkers Public Schools seamless coverage for the full \$5,000,000 limit of insurance at the most competitive cost.

Thanks and Best Regards,



Doreen McLoughlin

dm/ms
Encl.

INSURANCE BROKERS • AVERAGE ADJUSTERS
REINSURANCE INTERMEDIARIES

NEW YORK / ROTTERDAM / LONDON / ST. THOMAS / RIO DE JANEIRO

May 30, 2024

PROPOSAL OF INSURANCE

NAMED INSURED: Yonkers Public Schools/ The City of Yonkers/The Yonkers Board of Education/Yonkers City School District/City School District of the City of Yonkers

ADDRESS: One Larkin Center
Yonkers, New York 10701

COVERAGE: Automobile Liability and Physical Damage

SECURITY: Philadelphia Indemnity Insurance Company (A++, XV by A.M. Best)

POLICY TERM: July 1, 2024 – July 1, 2025

COVERAGE:

Liability Coverage	Symbol 10
Auto Medical Payments	Symbol 2
Uninsured/Underinsured Motorists	Symbol 6
Comprehensive/Collision	Symbol 2,19
Personal Injury Protection / Additional PIP	Symbol 5

LIMITS:

\$1,000,000 Combined Single Limit
\$1,000,000 Uninsured/Underinsured Motorist / Hired Non-Owned Liability
\$ 50,000 Personal Injury Protection
\$ 100,000 Additional Personal Injury Protection
\$ 10,000 Auto Medical Payments
\$ 25,000 Optional Basic Economic Loss
\$ 100 Towing & Labor Each Disablement

DEDUCTIBLES: Comprehensive - \$500 each occurrence
Collision - \$1,000 each occurrence

EXPOSURE: 65 vehicles as per schedule on file

CONDITIONS: Commercial Automobile Elite Endorsement
Glass breakage (Windshields and Windows) No deductible applies for autos which carry Comprehensive coverage
Hired Auto Physical Damage- Actual Cash Value or the cost for repair or replacement of the vehicle, whichever is less subject to deductible.
Symbol "2" means only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
Symbol "5" means owned "autos" subject to no-fault. Any "auto" owned by an insured that is garaged or licensed in a state where no-fault benefit laws exists. This symbol also applies to any "auto" acquired after the policy begins.
Symbol "6" means only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
Symbol "10" means any auto, except vehicles owned, hired or borrowed used to transport students/children.
Symbol "19" means only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

FORM SCHEDULE:

NYFTZ Notice	1219	New York Free Trade Zone Class 1 and 2 Policy Notice
CDC Parents	0510	A Fact Sheet for Parents
CDC Youth Sports	0610	A Fact Sheet for Athletes
BJP-190-1	0221	Commercial Lines Policy Jacket
PI-FEES-NOTICE1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC-NY	0221	Common Policy Declarations

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**FORM SCHEDULE
(CONTINUED):**

PI AI SCH 1 NY	0317	Additional Insured Schedule
PI NI SCH 1 NY	0617	Named Insured Schedule
PI FEE SCH 1 NY	0317	Fees and Surcharges Schedule
IL0017	1198	Common Policy Conditions
IL0183	0808	New York Changes- Fraud
IL0185	0808	New York Changes- Calculation of Premium
PI-ACL-001 NY	1218	Absolute Cyber Liability and Electronic Exclusion
PI-TER-DN1	0121	Disclosure Notice Of Terrorism Ins Coverage Rejection
PI-CADS03 NY	0511	Business Auto Declarations New York
PI-CA-DEC-1 NY	0417	New York Supplemental Dec (Personal Injury Protection)
PI-CA-SCH-1 NY	0811	Business Auto Schedule New York
PI SCH HC 1 NY	0617	Schedule of Hired or Borrowed Covered Auto
CA0001	0310	Business Auto Coverage Form
CA0102	1221	New York Changes- For Hire Autos
CA0112	0114	New York Changes in Business Auto
CA0225	0114	New York Changes – Cancellation
CA2024	0705	New York Mobile Equipment
CA2048	0299	Designated Insured
CA2232	1113	NY Mandatory Personal Injury Protection Endorsement
CA2233	1113	Additional Personal Injury Protection (New York)
CA2260	0492	New York Optional Basic Economic Loss Coverage
CA3107	0518	NY Supplementary Uninsured/Underinsured Motorists
CA9903	0306	Auto Medical Payments Coverage
CA9954	0797	Covered Auto Designation Symbol
PI-CA-001 NY	0915	Commercial Automobile Elite Endorsement
PI-CA-039NY	1122	New York Changes- Gender Identification
PI-MANU-1	0100	CA2048 Addl Insured-Designated Insured (Hampshire Management Co
PI NYSSL	0405	New York Supplemental Spousal Bodily Injury Liability – Premium \$7,714

ADVISORY NOTICE:

New York State law requires an insurer issuing or delivering a policy that satisfies the requirements of New York Vehicle and Traffic Law Article 6 provide supplemental spousal liability insurance in such policy unless the named insured elects, in writing, to decline and refuse such insurance in the insured's policy. Supplemental spousal liability insurance provides bodily injury liability coverage under a motor vehicle insurance policy when a person is injured or killed in a motor vehicle accident caused by the negligence of the person's spouse. If you decline this coverage, then the injured or deceased spouse would not be covered under the bodily injury liability coverage in the policy. Supplemental spousal liability insurance is included within the policy's bodily injury liability limits and does not increase the amount of those limits. The additional premium for supplemental spousal liability insurance is \$7,714. If you do not decline this insurance in writing, supplemental spousal liability insurance is automatically included in your motor vehicle insurance policy.

SUBJECT TO:

A signed UM/UIM Selection/Rejection form is required upon binding. (If applicable).
Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.
A maximum per installment fee of \$5.00 may be included (some states may vary).
Proposals contain a brief outline of coverages.
Terms and conditions of the policy take precedence over any proposal.

PREMIUM:

\$217,831 (includes New York Motor Vehicle Fee of \$630 and \$7,714 for New York Supplemental Spousal Bodily Injury)

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May 30, 2024

EXCESS AUTOMOBILE LIABILITY

LIMITS: \$4,000,000 Combined Single Limit excess of Philadelphia Indemnity Insurance Company \$1,000,000 Combined Single Limit Underlying (Defense in Addition to Limits)
In Excess of Primary Occurrence Form

SECURITY: Philadelphia Indemnity Insurance Company- ADMITTED (A++, XV by AM Best)

CONDITIONS: UP TO 63 Autos
Commercial Excess Liability Coverage Form – PIC-EXS-001
Commercial Excess Liability Declarations – PIC-EXS-002
Exclusion- Abuse or Molestation- PIC-EXS-003
Exclusion- Asbestos- PIC-EXS-006
Exclusion- Access or Disclosure of Confidential or Personal Information and Data-Related Liability-PIC-EXS-031
Exclusion- Punitive or Exemplary Damages PIC-EXS-035
Exclusion- Silica or Silica Dust PIC-EXS-038
Minimum Earned Premium Endorsement PIC-EXS-051
Exclusion- Communicable Disease PIC-EXS-069
Anti-Stacking Limitation Endorsement PIC-EXS-097
Total Per- and Polyfluoroalkyl Substance (PFAS) Exclusion Endorsement PIC-EXS-140
Cap on Losses from Certified Acts of Terrorism OR Exclusion of Certified Acts of Terrorism (depending on option chosen)
Absolute Cyber Liability and Electronic Exclusion – PI-ACL-001
NY State Amendatory Form(s)
Uninsured/Underinsured Motorist Exclusion

SUBJECT TO: All Underlying carriers have minimum AM Best rating of A- VII or better
Completed, signed and dated Acord 131
Signed TRIA Rejection form due at binding (if TRIA is rejected). If TRIA is accepted, it must be included on all underlying policies.
Receipt and favorable review/approval of any/all manuscript forms and/or restrictions of coverage prior to binding.
Within 30 days of effective date, copy underlying Automobile Policy
Within 30 days of the effective date, review of excess quote on layers above us and Philadelphia Indemnity Insurance Company reserving the right to adjust pricing accordingly. If no layer(s) above, this must be advised in writing.
Within 30 days of effective date, details of Risk Management Program. Auto Safety including: Vehicle Maintenance, MVR Screening and Standards
This is issued upon the reliance of information submitted to Philadelphia Indemnity Insurance Company by the applicant. By accepting this, the applicant accepts the terms and conditions contained and verifies that all information is accurate, true and complete and that no pertinent or material information has been withheld or omitted.
If TRIA is accepted, it must be included in all underlying policies.
Proposals contain a brief outline of coverages
Terms and conditions of the policy take precedence over any other documents

PREMIUM: \$48,500 Plus Optional Terrorism Risk Insurance Act Premium \$1,455
Flat Rate
Premium due 30 days from effective date

FINAL PREMIUM: \$210,117 Primary Auto
\$ 7,714 Primary Supplemental Spousal Liability
\$ 48,500 Excess Auto Liability
\$ 1,455 Excess TRIA Coverage
\$267,786
Above premium does not include any taxes, fees or surcharges that may be applicable.

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VEH #	YEAR	MAKE	MODEL	VIN #	ORIGINAL COST	COND.
1	2006	FORD	ECONOLINE	1FTSE34L06DB06403	\$15,124.00	GOOD
2	2006	FORD	ECONOLINE	1FTSE34L26DB06404	\$15,124.00	GOOD
3	2006	FORD	ECONOLINE	1FTSE34L46DB06405	\$15,124.00	GOOD
4	2006	FORD	ECONOLINE	1FTSE34L66DB06406	\$15,124.00	GOOD
5	2002	ARSEN	TRAILER	1A9CK162X2G527371	\$4,160.00	GOOD
6	2004	GMC	SAVANNA	1GTHG35U341116532	\$18,487.00	GOOD
7	1999	FORD	SUBURBAN	1FMRE11L3XHC17511	\$19,465.50	POOR
8	2004	GMC	VAN	1GTHG35U841114436	\$18,487.00	GOOD
9	2000	CHEVR	VAN	1GCHG39R4Y1222581	\$20,954.00	GOOD
10	2009	FORD	PICKUP	1FTYR15E79PA22214	\$16,918.63	GOOD
11	2002	FORD	REFRIG.	1FDXF46F62ED15385	\$43,803.00	GOOD
12	2002	GMC	BUCKET TRUCK	1GDM7H1C82J500050	\$111,782.00	GOOD
13	1997	FORD	DUMP TRUCK	1FDKF38F9VEB17261	\$28,179.00	GOOD
14	2006	GMC	TRUCK	1GDJK34D76E183417	\$34,749.00	GOOD
15	2001	PARKER	TRAILER	13ZHS101811003990	\$2,620.00	GOOD
16	2001	CHEVR	UTILITY	3GBKC34G31M112660	\$33,540.00	GOOD
17	2009	DODGE	UTILITY	3D6WG46T19G524257		GOOD
18	2009	DODGE	STAKE BODY	3D6WG46T39G524258		GOOD
19	2011	FORD	VAN	1FTNE2EW6BDA60974	\$16,225.87	GOOD
20	2011	FORD	VAN	1FTNE2EW2BDA60972	\$15,225.87	GOOD
21	2011	FORD	VAN	1FTNE2EW4BDA60973	\$16,225.87	GOOD
22	2012	FORD	CAF. TRUCK	1FDUF5GT9CEA41324	\$53,369.00	GOOD
23	2013	FORD	EXPLORER	1FM5K8D85DGB71284	\$39,522.00	NEW
24	2012	FORD	CAF. TRUCK	1FDUF5GT4CEB79580		GOOD
25	2014	FORD	F450	1FDUF4HT2EEA98198	\$50,400.00	NEW
26	2014	FORD	F450	1FDUF4HT4EEA98199	\$50,400.00	NEW
27	2013	CASE	BACKHOE	JJGN59SNEDC591279	\$111,837.00	NEW
28	2014	FORD	VAN	1FTSE3EL1EDA35158	\$21,615.47	NEW
29	2014	FORD	VAN	1FTSE3EL8EDA35156	\$21,615.47	NEW
30	2014	FORD	VAN	1FTSE3ELXEDA35157	\$21,615.47	NEW
31	2014	FORD	VAN	1FTSE3EL6EDA35155	\$21,615.47	NEW
32	1992	JOHN-DEERE	BACKHOE	T0310DA782299	\$27,250.00	POOR
33	2014	FORD	ESCAPE	1FMCU9GX4EUE28559	\$23,268.00	NEW
34	2014	FORD	ESCAPE	1FMCU9GX0EUE28560	\$23,268.00	NEW

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35	2014	FORD	ESCAPE	1FMCU9GX2EUE28561	\$23,268.00	NEW
36	2014	FORD	ESCAPE	1FMCU9GX6EUE28563	\$23,268.00	NEW
37	2016	FORD	F450	1FDUF4HT6GEC17194	\$59,959.09	NEW
38	2016	FORD	F450	1FDUF4HT8GEC17195	\$59,959.09	NEW
39	2014	JACOB	TRACTOR	705391797	\$76,731.00	NEW
40	2016	FORD	F150	1FTFX1EF1GFD00615	\$33,737.98	
41	2016	FORD	F150	1FTFX1EFXGFD00614	\$33,737.98	
42	2017	FORD	F350 XLT	1FT8X3B62HEE05678	\$40,547.30	Brand New
43	2017	JEEP	PATRIOT	1C4NJRBB9HD208601	\$22,900.00	Brand New
44	2017	JEEP	PATRIOT	1C4NJRBB7HD208600	\$22,900.00	Brand New
45	2018	Ford	Transit	1FTYR1ZM5JKA48068	\$27,732.34	Brand New
46	2018	Ford	Transit	1FTYR1ZM7JKA48069	\$28,233.34	Brand New
47	2018	Ford	Transit	1FTYR1ZM5JKA48071	\$28,233.34	Brand New
48	2018	Ford	Transit	1FTYR1ZM3JKA48070	\$28,233.34	Brand New
49	2019	Ford	F550	1FD0X5GT5KED39847	\$74,644.00	Brand New
50	2021	Toyota	RAV-4	JTMCB3FVXMD047241	\$36,568.00	Brand New
51	2021	Ford	F-150	1FTFX1E54MFC36976	\$29,623.52	Brand New
52	2021	Ford	F-150	1FTFX1E52MFC36975	\$29,985.52	Brand New
53	2022	Ford	F-450	1FDTF4HN2NDA01424	\$60,094.30	Brand New
54	2022	Ford	F-450	1FDTF4HN4NDA01425	\$60,094.30	Brand New
55	2022	Ford	Explorer	1FM5K8FW9NNA12115	\$51,800.00	Brand New
56	2023	Ford	250	1FTBR1Y81PKA89249	\$44,202.87	Brand New
57	2023	Ford	250	1FTBR1Y80PKA88433	\$44,202.87	Brand New
58	2023	Ford	250	1FTBR1Y83PKA89625	\$44,202.87	Brand New
59	2023	Ford	250	1FTBR1Y80PKA89209	\$44,202.87	Brand New
60	2022	Ford	F-550	1FDUF5HT5NDA01409	\$90,279.00	Brand New
61	2023	4th Degree	Lift A Load /Trailer	1Z9TE1425PK653031	\$37,200	Brand New
62	2024	Ford	F450	1FDUF4HN1RDA13560	\$78,796.50	Brand New
63	2024	Ford	Transit 250	1FTBR1XG9RKA58178	\$54,510.50	Brand New
64	2024	Toyota	RAV-4	JTMCB3FV2RD196170	\$44,960.00	Brand New
65	2024	Toyota	RAV-4	JTMCB3FV5RD196602	\$44,960.00	Brand New

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PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

PI-XSTER-DN 1 (01/21)

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Terrorism Premium (Certified Acts) \$1,455

PHILADELPHIA INSURANCE COMPANIES DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term “act of terrorism” means any act that is certified by the Secretary of Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT'S , FEDERAL SHARE OF TERRORISM LOSSES IS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS THE \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an “X” in the box below.

NOTE 1: If “included” is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

NOTE 2: You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).



PHILADELPHIA
INSURANCE COMPANIES

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One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

	I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from 'certified' acts of terrorism, EXCEPT as noted above.
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You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of "terrorism" coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

NAMED INSURED: _____

INSURED'S SIGNATURE: _____

DATE: _____

ADVISORY NOTICE TO POLICYHOLDERS **SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE**

New York State law requires an insurer issuing or delivering a policy that satisfies the requirements of New York Vehicle and Traffic Law Article 6 to provide supplemental spousal liability insurance, unless a named insured elects, in writing, to decline and refuse such insurance in the policy.

Supplemental spousal liability insurance provides bodily injury liability coverage under a motor vehicle insurance policy when a person is injured or killed in a motor vehicle accident caused by the negligence of the person's spouse.

This coverage is included within the policy's bodily injury liability limits and does not increase the amount of those limits. For example:

Insured's bodily injury policy coverage limit: \$100,000/\$300,000

Insured's bodily injury damage claim paid to spouse: \$75,000

Insured's bodily injury policy coverage limit available to all other claimants subject to a maximum of \$100,000 per person: \$225,000

This example assumes the spouse and other claimants involved in the accident have a right to sue the insured for economic loss or for non-economic loss (i.e., pain and suffering) sustained as a result of a 'serious injury' as defined in Insurance Law section 5102(d). It must also have been shown that there was negligence on the part of the insured.

If you decline this coverage, then the injured or deceased spouse would not be covered under the bodily injury liability coverage in the policy.

The additional premium for supplemental spousal liability insurance is \$ 7,714.00. If you do not decline or have not previously declined this coverage in writing, supplemental spousal liability insurance is automatically included in your motor vehicle insurance policy. If the supplemental spousal liability insurance is not declined in writing, failure to pay the supplemental spousal liability insurance premium may result in the issuance of a policy cancellation notice for nonpayment of premium.

**SUPPLEMENTAL SPOUSAL LIABILITY INSURANCE
DECLINATION FORM**

New York State law requires an insurer issuing or delivering a policy that satisfies the requirements of New York Vehicle and Traffic Law Article 6 provide supplemental spousal liability insurance in such policy unless the named insured elects, in writing, to decline and refuse such insurance in the insured's policy.

Supplemental spousal liability insurance provides bodily injury liability coverage under a motor vehicle insurance policy when a person is injured or killed in a motor vehicle accident caused by the negligence of the person's spouse. If you decline this coverage, then the injured or deceased spouse would not be covered under the bodily injury liability coverage in the policy.

Supplemental spousal liability insurance is included within the policy's bodily injury liability limits and does not increase the amount of those limits.

The additional premium for supplemental spousal liability insurance is \$ 7,714.00. If you do not decline this insurance in writing, supplemental spousal liability insurance is automatically included in your motor vehicle insurance policy.

If you are unsure whether this coverage is appropriate for you, you should speak with your insurance company representative or a licensed insurance producer.

I hereby decline supplemental spousal liability insurance.

SIGNATURE OF NAMED INSURED

DATE

17363609
POLICY/QUOTE/PATH NUMBER

79173500
ACCOUNT NUMBER

EXECUTIVE SUMMARY – CASUALTY



Yonkers City School District						
Line of Business:	Auto	Umbrella				Total
Policy Number	TBD	TBD				
Program Structure and Limits						
Limits	AL:\$1,000,000 CSL PD: ACV	\$4,000,000 \$4,000,000				
Structure	Guaranteed Cost	Excess of \$1,000,000				
Deductible	AL: N/A Comp: Various Collision: Various	See Cov Overview				
Exposure						
Total Exposure	AL Count:65 PD Count:62	N/A				
Premium (including estimated taxes, surcharges and assessments)						
Composite Rated	No	N/A				
Est. Premium	\$227,666.00	\$35,800.00				\$263,466.00
Est. Terrorism	\$2,277.00	\$0.00				\$2,277.00
Est. CAT	N/A	N/A				
Exp. Constant	N/A	N/A				
Est. Taxes, Surcharges & Assessments	\$590.00	\$0.00				\$590.00
Estimated Total	\$230,533.00	\$35,800.00				\$266,333.00

If you want to learn more about the compensation Zurich pays agents and brokers visit: <http://www.zurichnaproducercompensation.com> or call the following toll-free number: (866) 903-1192. This Notice is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries.

EXECUTIVE SUMMARY



Program / Line of Business Totals		
Proposal Type	See the following sections for each line of business for a detailed breakdown	Subtotal
Casualty		\$266,333.00
Estimated Total Program Premium (inclusive of Taxes, Surcharges & Assessments)		\$266,333.00

Commission					
<i>Line of Business</i>	Auto	Umbrella			

Payment Terms		
Line of Business	Billing Type	Frequency
Casualty	Agency Bill	Prepaid

Account Service Team			
Responsibility	Contact	Email Address	Phone

REQUIRED AGREEMENTS AND SUBJECTIVITIES: CASUALTY



Required Agreements	Due Date
Signed UM/UIM Selection/Rejection Forms	Policy Effective Date

Required Underwriting Information / Subjectivities	Due Date
Signed New York Fraud Statement (see attached form U-GU-670)	Policy Effective Date
Insured must provide license plate numbers for all New York state vehicles prior to issuing the policy.	Prior to Issuing the Policy

Note: Should the Insured fail to provide the requested information by the due date(s), Zurich reserves the right to withdraw or amend this Proposal.

NAMED INSUREDS - CASUALTY



Company	Auto	Umbrella					
Yonkers City School District	X	X					
Hampshire Management Company, LLC	X						

COMMON POLICY FORMS



Schedule of Forms and Endorsements

Form Number	Edition Date	Form Title	Fill-In Wording / Comments
U-GU-D-310-A	01/93	Common Policy Declarations	
U-GU-616-A CW	10/02	Schedule of Taxes, Surcharges or Fees	
U-GU-619-A CW	10/02	Schedule of Forms and Endorsements	
U-GU-319-F	01/09	Important Notice - In Witness Clause	
U-GU-621-A CW	10/02	Schedule Of Named Insured(s)	
IL 00 17	11/98	Common Policy Conditions	
IL 01 83	08/08	New York Changes - Fraud	
IL 01 85	08/08	New York Changes - Calculation Of Premium	
U-GU-1191-A CW	03/15	Sanctions Exclusion Endorsement	

*Note: The most recently approved edition date will be used, unless otherwise noted.
Various state mandatory forms will be included as required.*

AUTO

Program Structure, Coverage and Premium Overview



Issuing Company:	American Zurich Insurance Company
Policy Period:	07/01/2024 – 07/01/2025
Policy Number:	TBD

Program Structure

Program Type:	Guaranteed Cost
Liability Deductible:	N/A

Liability Coverage

Coverage	Symbol	Limits
Liability – Combined Single Limit (CSL)	7, 8, 9, 19	\$1,000,000
Medical Payments	7	\$10,000
Personal Injury Protection	5	See Item 3
Additional Personal Injury Protection	Not Covered	Not Covered
Uninsured Motorist	2	See Item 3
Underinsured Motorist	2	See Item 3
Towing	Not Covered	

Physical Damage Coverage

Coverage	Symbol	Deductible	Limits
Comprehensive	7,8	Various	DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM (A maximum deductible may also apply. Refer to Coverage Form for details.) OR DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO (A maximum deductible may also apply. Refer to Coverage Form for details.) See ITEM FOUR For Hired or Borrowed Autos.
Collision	7,8	Various	DEDUCTIBLE FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.

*Note: The most recently approved edition date will be used, unless otherwise noted.
Various state mandatory forms will be included as required.*

AUTO

Program Structure, Coverage and Premium Overview



Schedule of Forms and Endorsements			
Form Number	Edition Date	Form Title	Fill-In Wording / Comments
U-GU-670-A	11/03	New York Fraud Statement	
U-CA-531-B	02/08	Notice Regarding Terrorism Premium (For Commercial Automobile Insurance)	
U-CA-D-600-D NY	10/21	Business Auto Declarations - New York	
U-CA-D-398-B	08/07	New York Declarations Supplement	
CA 00 01	11/20	Business Auto Coverage Form	
CA 01 12	06/22	New York Changes In Business Auto And Motor Carrier Coverage Forms	
CA 02 25	06/20	New York Changes - Cancellation	
CA 31 07	11/18	New York Supplementary Uninsured/Underinsured Motorists Endorsement	
CA 22 32	11/18	New York Mandatory Personal Injury Protection Endorsement	
CA 20 24	01/21	New York Mobile Equipment	
U-CA-424-H NY	10/21	Coverage Extension Endorsement - New York	
CA 99 03	10/13	Auto Medical Payments Coverage	
CA 99 23	10/13	Rental Reimbursement Coverage	See Fill-In Wording Schedule
CA 99 40	10/13	Exclusion Or Excess Coverage Hazards Otherwise Insured	

*Note: The most recently approved edition date will be used, unless otherwise noted.
Various state mandatory forms will be included as required.*

AUTO

Program Structure, Coverage and Premium Overview



Schedule of Auto Premium By Coverage		
Coverages	Covered Auto	Premium
Covered Autos Liability	7, 8, 9, 19	\$189,581.00
Auto Medical Payments	7	\$176.00
Personal Injury Protection	5	\$10,664.00
Additional Personal Injury Protection	Not Covered	\$0.00
Uninsured Motorists	2	\$1,426.00
Underinsured Motorists (when not included in Uninsured Motorists Coverage)	2	
Towing	Not Covered	\$0.00
Physical Damage Comprehensive Coverage	7,8	\$4,970.00
Physical Damage Collision Coverage	7,8	\$9,501.00
	Est. Endorsement Premium	\$11,348.00
	Estimated Premium	\$227,666.00
	Est. Terrorism	\$2,277.00
	Est. Taxes, Surcharges & Assessments	\$590.00
	Estimated Total:	\$230,533.00

Refer to schedule of vehicles and rating details

Premium Audit
Not auditable: The exposures and premiums are flat and not subject to audit.

Important update to New York insurance motor vehicle reporting requirements:

The following information is required in order to properly report a vehicle(s) to the state of New York – **NOTE, THIS APPLIES TO MIDTERM CHANGES AS WELL:**

- Registrant/insured name and address
- Vehicle identification number (VIN)
- License plate number
- Effective date (Date the vehicle is being added/deleted for coverage purposes)
- Policy number and policy effective dates
- Reporting insurance company

FOR MIDTERM CHANGES, THIS INFORMATION MUST BE RECEIVED WITHIN 3-DAYS OF THE EFFECTIVE DATE OF COVERAGE FOR US TO MEET THE 7-DAY DEADLINE WITH THE STATE OF NEW YORK.

AUTO

Program Structure, Coverage and Premium Overview



Fill-In Wording Schedule

Form Number CA 99 23

DESCRIPTION OF COVERED AUTOS: / MAX. PAYMENT ANY ONE DAY: / MAX. NO. OF DAYS: / MAX. PAYMENT ANY ONE PERIOD:

2014, FORD, F450, 1FDUF4HT2EEA98198 / \$50 / 60 / \$3000

2014, FORD, ESCAPE, 1FMCU9GX2EUE28561 / \$50 / 60 / \$3000

2014, FORD, ECONOLINE, 1FTSE3ELXEDA35157 / \$50 / 60 / \$3000

2023, FORD, TRANSIT, 1FTBR1Y80PKA88433 / \$50 / 60 / \$3000

2017, JEEP, PATRIOT, 1C4NJRBB9HD208601 / \$50 / 60 / \$3000

2023, 4th Degree, Lift A Load, 1Z9TE1425PK653031 / \$50 / 60 / \$3000

2018, FORD, TRANSIT, 1FTYR1ZM5JKA48071 / \$50 / 60 / \$3000

2024, FORD, F450, 1FDUF4HN1RDA13560 / \$50 / 60 / \$3000

2006, FORD, ECONOLINE, 1FTSE34L26DB06404 / \$50 / 60 / \$3000

2018, FORD, TRANSIT, 1FTYR1ZM3JKA48070 / \$50 / 60 / \$3000

2000, CHEVROLET, EXPRESS G3500, 1GCHG39R4Y1222581 / \$50 / 60 / \$3000

2021, FORD, F150, 1FTFX1E52MFC36975 / \$50 / 60 / \$3000

1997, FORD, F350, 1FDKF38F9VEB17261 / \$50 / 60 / \$3000

2023, FORD, TRANSIT, 1FTBR1Y81PKA89249 / \$50 / 60 / \$3000

2011, FORD, ECONOLINE, 1FTNE2EW4BDA60973 / \$50 / 60 / \$3000

2009, DODGE, RAM 3500, 3D6WG46T39G524258 / \$50 / 60 / \$3000

2012, FORD, F550, 1FDUF5GT9CEA41324 / \$50 / 60 / \$3000

2014, FORD, ESCAPE, 1FMCU9GX6EUE28563 / \$50 / 60 / \$3000

2014, FORD, F450, 1FDUF4HT4EEA98199 / \$50 / 60 / \$3000

2023, FORD, TRANSIT, 1FTBR1Y83PKA89625 / \$50 / 60 / \$3000

2016, FORD, F150, 1FTFX1EF1GFD00615 / \$50 / 60 / \$3000

2004, GMC, SAVANA, 1GTHG35U341116532 / \$50 / 60 / \$3000

2024, TOYOTA, RAV4 PRIME, JTMCB3FV2RD196170 / \$50 / 60 / \$3000

2017, JEEP, PATRIOT, 1C4NJRBB7HD208600 / \$50 / 60 / \$3000

2024, TOYOTA, RAV4 PRIME, JTMCB3FV5RD196602 / \$50 / 60 / \$3000

AUTO

Program Structure, Coverage and Premium Overview



Fill-In Wording Schedule

2019, FORD, F550, 1FD0X5GT5KED39847 / \$50 / 60 / \$3000

2006, FORD, ECONOLINE, 1FTSE34L46DB06405 / \$50 / 60 / \$3000

2022, FORD, F450, 1FDTF4HN2NDA01424 / \$50 / 60 / \$3000

2009, FORD, RANGER, 1FTYR15E79PA22214 / \$50 / 60 / \$3000

2001, Parker, Trailer, 13ZHS101811003990 / \$50 / 60 / \$3000

2006, GMC, NEW SIERRA, 1GDJK34D76E183417 / \$50 / 60 / \$3000

2014, FORD, ECONOLINE, 1FTSE3EL6EDA35155 / \$50 / 60 / \$3000

2016, FORD, F450, 1FDUF4HT6GEC17194 / \$50 / 60 / \$3000

2013, FORD, EXPLORER, 1FM5K8D85DGB71284 / \$50 / 60 / \$3000

2023, FORD, TRANSIT, 1FTBR1Y80PKA89209 / \$50 / 60 / \$3000

2014, FORD, ECONOLINE, 1FTSE3EL1EDA35158 / \$50 / 60 / \$3000

1999, FORD, ECONOLINE, 1FMRE11L3XHC17511 / \$50 / 60 / \$3000

2016, FORD, F150, 1FTFX1EFXGFD00614 / \$50 / 60 / \$3000

2018, FORD, TRANSIT, 1FTYR1ZM5JKA48068 / \$50 / 60 / \$3000

2021, TOYOTA, RAV4 PRIME, JTMCB3FVXMD047241 / \$50 / 60 / \$3000

2024, FORD, TRANSIT, 1FTBR1XG9RKA58178 / \$50 / 60 / \$3000

2022, FORD, F450, 1FDTF4HN4NDA01425 / \$50 / 60 / \$3000

2006, FORD, ECONOLINE, 1FTSE34L66DB06406 / \$50 / 60 / \$3000

2001, CHEVROLET, GMT-400, 3GBKC34G31M112660 / \$50 / 60 / \$3000

2002, FORD, F450, 1FDXF46F62ED15385 / \$50 / 60 / \$3000

2014, FORD, ESCAPE, 1FMCU9GX4EUE28559 / \$50 / 60 / \$3000

2011, FORD, ECONOLINE, 1FTNE2EW6BDA60974 / \$50 / 60 / \$3000

2012, FORD, F550, 1FDUF5GT4CEB79580 / \$50 / 60 / \$3000

2016, FORD, F450, 1FDUF4HT8GEC17195 / \$50 / 60 / \$3000

2014, FORD, ECONOLINE, 1FTSE3EL8EDA35156 / \$50 / 60 / \$3000

2022, FORD, F550, 1FDUF5HT5NDA01409 / \$50 / 60 / \$3000

2017, FORD, F350, 1FT8X3B62HEE05678 / \$50 / 60 / \$3000

AUTO

Program Structure, Coverage and Premium Overview



Fill-In Wording Schedule

2004, GMC, SAVANA, 1GTHG35U841114436 / \$50 / 60 / \$3000

2018, FORD, TRANSIT, 1FTYR1ZM7JKA48069 / \$50 / 60 / \$3000

2006, FORD, ECONOLINE, 1FTSE34L06DB06403 / \$50 / 60 / \$3000

2021, FORD, F150, 1FTFX1E54MFC36976 / \$50 / 60 / \$3000

2002, Arsen, Trailer, 1A9CK162X2G527371 / \$50 / 60 / \$3000

2022, FORD, EXPLORER, 1FM5K8FW9NNA12115 / \$50 / 60 / \$3000

2002, GMC, C-SERIES, 1GDM7H1C82J500050 / \$50 / 60 / \$3000

2009, DODGE, RAM 3500, 3D6WG46T19G524257 / \$50 / 60 / \$3000

2011, FORD, ECONOLINE, 1FTNE2EW2BDA60972 / \$50 / 60 / \$3000

2014, FORD, ESCAPE, 1FMCU9GX0EUE28560 / \$50 / 60 / \$3000



UMBRELLA

Program Structure, Coverage and Premium Overview

Issuing Company: American Guarantee and Liability Insurance Company

Policy Period: 07/01/2024 – 07/01/2025

Policy Number: TBD

Program Structure

Policy Form: Straight Excess Liability Policy

Coverage Type: Excess-

Coverage/Limits of Liability	Limit	Excess of
Occurrence Limit	\$4,000,000	\$1,000,000
Other Aggregate Limit	\$4,000,000	\$1,000,000
Products/Completed Operations Aggregate Limit		

Underlying Insurance

Our proposal is subject to the underlying limits of liability and coverages as stated below. All Underlying Insurance must be provided by a carrier with an A.M. Best rating of A-VII or better.

Auto Liability See Auto Coverage Overview

NONE

Schedule of Forms and Endorsements

Form Number	Edition Date	Form Title	Fill-In Wording / Comments
U-GU-875-A CW	0611	Proposal	
U-GU-877-A CW	0611	Schedule of Underlying Insurance	
U-GU-811-A CW	1008	Schedule of Forms and Endorsements	
U-GU-319-F	0109	Important Notice - In Witness Clause	
U-GU-630-E CW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act	
U-GU-632-E CW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act	
U-SXS-104-A CW	0911	Straight Excess Liability Policy Jacket	
U-SXS-D-100-A CW	0911	Straight Excess Liability Policy Declarations	
U-SXS-101-A NY	0912	Schedule of Underlying Insurance - New York	
U-SXS-100-A CW	0911	Straight Excess Liability Policy	
U-EXS-293-C NY	0115	New York - Certified Acts of Terrorism Exclusion	
U-GU-1191-A CW	0315	Sanctions Exclusion Endorsement	
U-SXS-134-A NY	0912	New York Changes	

*Note: The most recently approved edition date will be used, unless otherwise noted.
Various state mandatory forms will be included as required.*

UMBRELLA

Program Structure, Coverage and Premium Overview



Premium Details	
Estimated Premium	\$35,800.00
Est. Terrorism Premium	\$0.00
Estimated Total	\$35,800.00
<i>Minimum Premium:</i> The policy will be subject to a minimum earned premium of 25% Estimated Total due.	

Premium Audit
Not auditable: The exposures and premiums are flat and not subject to audit.

TERMS & CONDITIONS



General Conditions

Throughout this document the terms “the Insured”, “the Producer” and “the Company” are used. These terms refer to the following entities:

- The Insured: Yonkers City School District
- The Producer: NAUSCH HOGAN & MURRAY INC
- The Company: American Zurich Insurance Company, American Guarantee and Liability Insurance Company

This proposal is valid for 30 days or until the proposed policy inception date, whichever is sooner.

No changes to the terms, conditions, or pricing reflected in this document may be made without written authorization from the Company.

This proposal is presented to the Insured with the understanding that neither Zurich nor any of its subsidiaries, affiliates, or employees, offer, or purport to offer, advice to the Insured concerning the proper financial, accounting, or tax treatment for the policy(ies) of insurance referenced herein and nothing herein should be considered to constitute such advice. If accounting advice, tax advice, or other expert professional assistance is required, the Insured should consult with their own accountant, adviser, counsel, or other similar competent professional with expertise in the required area.

This is a proposal for insurance coverage and is not an insurance policy. Any coverage description shown in this proposal may be an abbreviated title and does not indicate insurance policy language. Only the insurance policy itself provides coverage. This proposal is not part of and is not incorporated into the insurance policy. Policy forms attached to this proposal, if any, are sample policy forms and are not the insurance policy itself and do not represent the final terms and conditions of the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal, the sample policy forms, and the actual insurance policy, the insurance policy will prevail and supersede this proposal. This proposal describes the coverages, terms, and conditions offered by the Company. Please review them carefully as they may differ from the expiring program or from the specifications requested in the submission.

Any person who knowingly and with the intent to defraud an insurance company, or a person who files an application or who submits through its producer exposure and associated information for an insurance policy, or files an insurance claim or statement containing any materially false information, or conceals information for the purpose of misleading an insurance company, commits a fraudulent insurance act which may be subject to both criminal and civil penalties.

Under the policy(ies) offered, coverage will not be provided and payments cannot be made hereunder to the extent that such coverage or payment would violate any applicable trade or economic sanctions law or regulation.

If the Program Type for a specific policy indicates NYFTZ, then, subject to the minimum standards of New York insurance laws and regulations, such policy is exempt from the filing requirements of New York.

TERMS & CONDITIONS



Proposal Preparation

Zurich has prepared this proposal in response to your submission requesting insurance coverage for specific lines of business. This proposal is based only on the lines of business included in this proposal. In the event you seek a proposal for lines of business that differs from those included in this proposal, Zurich reserves the right to review and revise the terms and pricing of this proposal.

The program structure and pricing components were designed using data provided by the Producer. Any errors, omissions, or alterations to the Producer specifications may result in a change or withdrawal of this proposal.

This proposal is strictly conditional upon no material change in the risk and no known new losses occurring between the date of this proposal and the inception date of the proposed policy. In the event of such change in risk or loss, Zurich may in its sole discretion, whether or not this proposal has been already accepted by the insured, modify or withdraw this proposal.

This proposal identifies the policy forms and the associated form number that will be provided by Zurich. The policy forms may deviate from the requested coverage and wording contained in the submission. The policy forms noted herein include countrywide and some state-specific forms. Additional state-specific forms not noted herein will be endorsed on to the policy, where applicable. There may be instances where the policy form actually issued by Zurich differs from that which is in this proposal. This may be due to an insured-specific request, recent amendments to the policy form filed and approved for use but not yet updated in the Zurich proposal, or other reasons. Zurich may also include policy forms that are in addition to those requested by the Insured or Producer in the submission. These additional policy forms are issued by Zurich in accordance with internal and/or state specific requirements. Any premium associated with these additional policy forms is included in the quoted premium in this proposal.

Premium-Specific Conditions

The premium elements, which include, but are not limited to, premium, factors, or formulas, included within this proposal are estimates. These estimates are based upon the information contained in the application and submission made available to Zurich at the time this proposal was prepared. Any subsequent changes in the information provided may result in modifications to this proposal. Changes in the information that may result in modifications to the premium elements include, but are not limited to, rates, classifications, new or different exposures, changes in operations, prior exposures, prior loss information, experience modifications, managed care modifications, drug free modifications, tax multipliers, insured's request for removal of any products contained in the proposal, or the insured's financial condition.

Risk Engineering

Risk Engineering services are provided by The Zurich Services Corporation (ZSC) and/or strategic vendors of ZSC. The outline of Risk Engineering services is intended as a general description of the services available and is provided solely for informational purposes. Nothing herein should be construed as advice or recommendations, and ZSC, its affiliates and strategic vendors do not guarantee any particular outcome or reduction in losses, claims or costs.

TERMS & CONDITIONS



Claim Services Disclosures

Legal Bill Review utilizes a rules-based software program provided by an outside vendor and a dedicated staff of legal professionals and support staff to verify the accuracy of electronically submitted legal bills presented under the policy for payment in an effort to control your overall claim costs. As a component of ALAE, each claim file is charged 1.5%* of the legal charges reviewed through this service.

Zurich's Recovery Services consist of seven regional recovery hubs providing multi-line commercial recovery services on a domestic and international basis. Front-end data mining, fully dedicated personnel, recovery panel counsel, forensic engineering and other leveraged programs assist in driving results. Zurich Recovery Services will charge seventeen percent (17%)* of the gross amount recovered from the third parties responsible for the loss. If a recovery is not produced, a fee will not be earned. Associated expense in pursuit of recovery will be charged to the claim file.

Certain special claim handling services are provided only for the duration of your effective policy period. These services can continue beyond an effective policy term, but will be charged according to Zurich's current rates at that time.

* *Subject to change*

Uninsured Motorist (UM) / Underinsured Motorist (UIM)

See UM/UIM Selection/Rejection Summary Form (UCA309) for coverages and limits applicable, sent under separate cover. Please refer to the UM/UIM Selection/Rejection Summary form packet and wording below, as it contains information regarding the insured's obligation to Zurich if the insured fails to return the signed Selection/Rejection Summary form and the mandatory state-specific Selection/Rejection forms prior to the policy inception date. The laws in a number of jurisdictions require that the Insured make their selection/rejection prior to policy issuance. Should the Insured fail to return the signed Uninsured/Underinsured Motorist (UM/UIM) Selection/Rejection Summary Form and required state-specific forms prior to the policy inception date(s), the Automobile Liability policy may be issued with coverage limits imposed by operation of state law. In such event, the Insured agrees that they shall reimburse the Company for the payments made on UM/UIM claims. The amount of the Insured's reimbursement obligation shall be equal to the amount of loss paid in excess of the UM/UIM limits shown in the UM/UIM Selection/Rejection Summary Form (UCA309).



THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**NOTICE REGARDING TERRORISM PREMIUM
(FOR COMMERCIAL AUTOMOBILE INSURANCE)**

SCHEDULE*

Premium attributable to risk of loss resulting from terrorism for the Commercial Automobile line of insurance:

Automobile	\$2,277
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*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Terrorism Risk Insurance Act ("TRIA")

The Commercial Automobile line is not part of TRIA. On December 22, 2005, the President of the United States signed the first TRIA extension act into law and, at that time, the Commercial Auto line was removed from the program. The federal government does not share in Commercial Automobile terrorism losses.

B. Disclosure of Terrorism Premium

We have elected to provide notice to you of the amount of the total policy premium attributable to the risk of loss from terrorism for the Commercial Automobile line of insurance.



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

PI-XSTER-DN 1 (01/21)

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Terrorism Premium (Certified Acts) \$1,455

PHILADELPHIA INSURANCE COMPANIES DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term “act of terrorism” means any act that is certified by the Secretary of Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT'S , FEDERAL SHARE OF TERRORISM LOSSES IS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS THE \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an “X” in the box below.

NOTE 1: If “included” is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

NOTE 2: You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

	I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from 'certified' acts of terrorism, EXCEPT as noted above.
--	--

You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of "terrorism" coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

NAMED INSURED: _____

INSURED'S SIGNATURE: _____

DATE: _____

Doreen McLoughlin

From: Doreen McLoughlin
Sent: Monday, May 20, 2024 3:33 PM
To: Doreen McLoughlin
Subject: Yonkers Public Schools-Automobile Insurance Renewal July 1, 2024 - Travelers Declination

From: Williams, Ross G <RGWILLI2@travelers.com>
Sent: Monday, May 20, 2024 3:31 PM
To: Doreen McLoughlin <dmcloughlin@nhmurray.com>
Cc: Alex Jaroslowsky <ajaroslowsky@nhmurray.com>; Cindy Davis <cdavis@nhmurray.com>; Green, Michael E <MGREEN7@travelers.com>
Subject: RE: Yonkers Public Schools-Automobile Insurance Renewal July 1, 2024

Hi Doreen,

Apologies for the late reply.

Our appetite for this class of business has not changed, so we are going to take a pass on quoting again this year.

Thank you for thinking of Travelers Public Sector as a potential home for this risk.
If you have any additional questions, please let me know.

Ross G. Williams | Account Executive Officer | Public Sector Services

Travelers

801 Lakeview Drive | Suite 300

Blue Bell, PA 19422

W: (860) 277-4895 | C: (860) 338-0244

RGWILLI2@travelers.com

TRAVELERS 

Doreen McLoughlin

From: Doreen McLoughlin
Sent: Thursday, April 25, 2024 12:36 PM
To: Doreen McLoughlin
Subject: Yonkers Public Schools-Automobile Insurance Renewal July 1, 2024

From: Harding,Sarah <Sarah.Harding@cna.com>
Sent: Thursday, April 25, 2024 12:26 PM
To: Doreen McLoughlin <dmcloughlin@nhmurray.com>
Subject: RE: Yonkers Public Schools-Automobile Insurance Renewal July 1, 2024

Hi Doreen,

I hope you are doing well. I called your office and was told to shoot you an email instead.

Yonkers public schools is not a preferred class of business and we have to decline at this time. Please reach out with any further questions.

Thank you,
Sarah

Sarah Harding
Underwriter
CNA Insurance Co.
125 Broad Street, 8th Floor New York, NY 10004
C: 646-763-1082
sarah.harding@cna.com

Doreen McLoughlin

From: Doreen McLoughlin
Sent: Thursday, April 18, 2024 2:48 PM
To: Doreen McLoughlin
Subject: Yonkers Public Schools-Automobile Insurance Renewal July 1, 2024

From: Maguire, Sarah <smaguire@sompo-intl.com>
Sent: Tuesday, April 9, 2024 6:15 PM
To: Doreen McLoughlin <dmcloughlin@nhmurray.com>
Cc: Alex Jaroslowsky <ajaroslowsky@nhmurray.com>; Cindy Davis <cdavis@nhmurray.com>; Maguire, Sarah <smaguire@sompo-intl.com>
Subject: RE: Yonkers Public Schools-Automobile Insurance Renewal July 1, 2024

Hi Doreen,

Thanks for thinking of Sompo! Unfortunately we are not a market for auto for this class of business so we must pass. Thanks for the look!

Best,
Sarah



Sarah Maguire

Assistant Vice President
Northeast Region Leader, Middle Market Commercial Specialty Property U.S.
Sompo International, North America

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